

CONFORMED COPY

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FOREST HEIGHTS AG-RER 85.00  
PAGE-001 OF 014  
09/24/2012 11:29

**When Recorded return to:**

City Clerk  
City of Issaquah  
P.O. Box 1307  
Issaquah WA 98027

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**Cluster Housing Development Agreement**

Grantor: City of Issaquah

Grantee: Joseph R. Amedson and Susan T. Raisi, Husband and Wife

Abbr. Legal Description: A portion of the Southwest Quarter of the NE Quarter and a portion of the N half of the SE Quarter of section 29, Township 24 N, Range 6 E, W. M. in King Couty, WA

Add'l Legal Description:

Property Address:

Tax Parcel No. 2924069039

**CLUSTER HOUSING DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ISSAQUAH AND JOSEPH R. AMEDSON AND SUSAN T. RAISI,  
Husband and Wife.**

*addition* This Cluster Housing Development Agreement ("Agreement") is made this 2<sup>nd</sup> day of June, 2012 by and between the City of Issaquah ("Issaquah" or the "City"), a Washington municipal corporation, and Joseph R. Amedson and Susan T. Raisi, husband and wife ("Amedson"), also referred to individually as a Party and collectively as the Parties.

**RECITALS**

- A. Amedson owns certain real property (the "Amedson Property") located in the City of Issaquah consisting of property totaling approximately six acres, the legal description of which is attached hereto as **Exhibit 1** and incorporated herein.
- B. The Amedson Property is designated Low Density Residential/Urban Village in the Comprehensive Plan and zoned Single Family Suburban – 4.5 du/acre (SF-S).
- C. Amedson wishes to build a cluster housing development of 24 single family detached homes or the maximum number allowed by the underlying zoning up to a maximum of 26 single family detached homes on the Amedson Property. ICM 18.07.420, the City's cluster housing ordinance, is intended to allow for the maximum density authorized by the underlying zone while preserving critical areas through lot and setback reductions and other adjustments to the requirements of the underlying zoning. IMC 18.07.420.C requires a development agreement for cluster housing developments located on five (5) or more acres of land.
- D. The City is authorized to enter into a development agreement with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170-.210 and IMC 18.07.420C.
- E. Subject to the implementation of the provisions of this development agreement and applicable development regulations, the proposed cluster housing development will be consistent with the general purpose, goals, objectives and standards of the Comprehensive Plan and other applicable regulations; will be served by adequate facilities; and will not have a substantial adverse impact on adjacent properties, the community or other elements affecting the general welfare.

## AGREEMENT

In consideration of the mutual benefits and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are a part of this Agreement and are incorporated herein.
2. **Cluster Residential Development.** Maximum allowed density on the Property is 26 homes. The neighborhood will consist of 24 single-family detached homes or the maximum number allowed by the underlying zoning up to a maximum of 26, ranging in size from approximately 2,000 SF to approximately 3,000 SF (excluding garages) on lots ranging from approximately 3,000 SF to 5,000 SF. A conceptual site plan, which shows the general lot layout, is attached hereto as **Exhibit 2** and incorporated herein. Copies of representative home designs and elevations are attached hereto as **Exhibit 3** and incorporated herein, and are representative of the type of architectural design elements that will be incorporated into the homes.

**a. Cluster Development Standards.** Cluster development standards for the neighborhood shall be as follows:

Front yard setback:	10 feet (20 feet to garage)
Side yard setback:	5 feet
Rear yard setback:	5 feet
Pervious surface:	50% of the total site area
Impervious surface:	50% of the total site area
Base building height:	35 feet, subject to adjustment provisions contained in IMC 18.07.355.
Minimum lot size:	none
Minimum lot width:	none
Measuring height:	Building or structure height shall be measured from the average finished grade of a building or structure, level to either the average height of the highest gable of a pitched or hipped roof, or the highest point of the coping of a flat roof.

Setback exceptions:

A. The following architectural elements shall not project more than 24 inches into a required interior setback or 30 inches into a street setback:

- Fireplace chimneys
- flues
- sills
- cornices
- eaves

- bay windows and similar structures.
- B. Decks, patios, porches, walkways and other minor structural elements may intrude into a required setback as follows: (Retaining walls, rockeries, and heat pumps are not minor structural elements from a planning perspective, and therefore may be located in setbacks.)
- a. Any portion of a minor structural element which equals or exceeds thirty inches above finished grade may intrude into an interior or rear setback a distance no greater than 40% of the setback.
  - b. Within a street setback, intrude into a required setback a distance no greater than 20% of that setback.
- C. Any portion of a minor structural element which is less than thirty (30) inches above finished grade may extend to within three (3) feet of the property line.

3. **Recreation Tracts and Trail Connections to Talus.** Tracts, B, C and F include lawn and benches and are for passive recreational use. These areas contain approximately 75,421 SF or approximately 42% of the developable base area of the site. Trail connections shall be made to the extent reasonably feasible with the Talus trail system at those locations depicted on the conceptual landscape plan included as part of **Exhibit 2** attached hereto and incorporated herein. This includes extending the existing gravel maintenance access road/trail located between lots 120 and 121 within Talus Parcel 5C Tract "M" to the sidewalk within this neighborhood. It will also include the extension of the existing gravel maintenance access road/trail from the proposed loop road within the neighborhood to the point where the existing gravel maintenance access road/trail abuts the south boundary of the property. As these internal trails and associated passive recreation facilities will complete a link in the current Talus trail system, access and reasonable use by users of the larger Talus trail system will not be prohibited.

30. The Forest Heights Homeowner Association Board shall schedule to meet with the Talus Homeowner Association Board at the earliest time convenient to both Boards following the creation of the Forest Heights Board. The purpose is to prepare a mutual agreement, that may be revised from time to time as may be necessary and appropriate, for the use of the Talus recreation tracts, including mini-parks, and trail system by residents and guests of the Forest Heights community. The Forest Heights Homeowners Association shall pay reasonable costs representing its proportionate share of the annual maintenance costs of the Talus recreation tracts, including mini-parks, and trail system taking into consideration as an offset the reasonable annual cost attributed to Talus resident and guest use of the Forest Heights trail system including common open space Tracts "B" and "C" and other on-site amenities.

4. **Sensitive Area Tracts.** Approximately 27,191 square feet of the neighborhood contains steep slopes and their buffers and will be located in critical area tracts as depicted on the conceptual preliminary site plan and subject to Native Growth Protection Area Easements (NGPA).

5. **Clearing and Grading.**

Permits for site clearing and grading will not be issued by the City unless and until there is adequate and appropriate performance bonding satisfactory to the City acquired and in place by the owner/builder of the Forest Heights project to ensure the reasonable and seasonable timely completion of all ground work with minimal exposure to the natural elements. All clearing and grading work on site will be performed only during the months of June through October. At all other times of year any exposed and unimproved areas shall be appropriately covered and natural drainage pathways will be protected with silt barriers or other appropriate means of retaining soil and other such pollutants on site and not discharged to public areas. Clearing of this site shall also be subject to State Department of Ecology NPDES permitting requirements.

6. **Capital Facilities.**

- a. **Roads.** The conceptual site plan (**Exhibit 2**) depicts the road layout for the development. That portion of the entrance road which extends through the existing 31-foot wide James Bush Road right-of-way within Talus Parcel 5C will be 20 feet wide with a 3.5 foot-wide planter strip and 5-foot wide sidewalk on one side of the road. No on-street parking shall be permitted on this portion of the road.

The remainder of the road network will include a loop road within a 34.5-foot wide right-of-way, which includes a 25-foot wide paved road, five foot wide sidewalk and 3.5-foot wide planter strip on one side of the street, provided that the portion of the loop road in the vicinity of the retaining wall located within the rear yards of lots within Talus Parcel 5C may be reduced to a 20-foot travel width and include a planter strip on the east side. At this location, a landscape area is to be provided between the road and the retaining wall a minimum of eight feet in width. This area will be landscaped as described in Section 7 below.

All work and construction necessary for the improvement to the James Bush Road within Talus Division 5-C shall be conducted within the City-owned right of way, including and not limited to the improvements to James Bush Road, installation of sidewalk(s), and the necessary replacement or movement of any retaining walls, barriers and/or rockeries that may now exist within that right of way.

The remainder of James Bush Road between the developed Amedson Property and SR 900 shall be restricted to use by emergency access vehicles only. At the point where the existing James Bush Road extends beyond the entrance into the proposed neighborhood, the existing bollards shall be replaced with a swing gate and approved fire lock at a location agreed to by the Issaquah Fire Department.

In order to reduce impacts on the existing Talus community resulting from temporary construction traffic associated with development of the Amedson Property, James Bush Road shall be the sole route used for construction haul traffic, unless the applicant can show use of this road is not physically feasible for equipment and the City approves an alternate route. No construction parking shall be allowed on upper James Bush Road or in Talus. Parking is encouraged on the Forest Heights site and may occur on other off-site locations.

- b. Storm. Storm water will be detained in detention/water quality treatment facilities in two separate locations in the neighborhood. The northern detention/water quality treatment facility will be within Tract A. The southern detention/water quality treatment facility will be located in Tract D. Both of these facilities will be owned and maintained by the Homeowners' Association established for this neighborhood. Stormwater will be discharged to the existing storm drainage pipe located within James Bush Road. If, at the time of final design it is both cost-effective and practicable to Amedson and/or the Forest Heights Homeowners Association and furthermore can be shown that adequate additional capacity exists and is available in the main Talus detention facility, the City may approve use of this excess stormwater capacity as a replacement for the proposed on-site stormwater facility in Tract D. In this event, Tract D shall be converted to use as a "pocket park".
  - c. Water. Water shall be supplied via a connection to an existing water main at the north end of the site and will be designed in accordance with City of Issaquah requirements.
  - d. Sewer. Sewer will be connected to the existing sanitary sewer main that runs through the property, is generally located within the proposed right-of-way of the loop road and will be designed in accordance with City of Issaquah requirements.
7. **Talus Retaining Wall Planter Area and Setback.** A landscape strip approximately eight feet wide is provided between the loop road and the retaining wall located at the rear of lots 111-117 and 103-109 within Talus, Parcel 5C ("Talus Wall"). This area shall be planted to partially screen the wall for residents of the proposed neighborhood. Plant materials will be used that will not undermine the structural integrity of the retaining wall. There also will be maintained a 10-foot setback between the base of this wall and any road or utility improvements on the Amedson Property in order to avoid undercutting wall stability. The same 10-foot setback applies to any structures to be constructed on any lots adjoining the wall.
8. **Provisions for Maintenance and Inspection of Talus Wall.** On behalf of its property owners/members, the Forest Heights Homeowners Association will work cooperatively with those owners of Talus Div. 5-C Lots 103 through 109 and Lots 111

through 116, inclusive, for the purpose of allowing their designated representative reasonable annual access to the base of the retaining wall that exists along these lots to inspect the status of the wall. This is a strictly personal permissive activity that is subject to conditions, including reasonable time and manner. Any activity other than an annual inspection will be subject to further discussion by and between the affected lot owners in Talus Div. 5-C and the individual lot owners in Forest Heights.

9. **Water and Transportation Concurrency.** Concurrency certificates for traffic and water were issued on January 29, 2009.

10. **Impact Fees.** Amedson shall pay any applicable, non-exempt transportation, fire, park, police, general government and school impact fees in the amounts in effect at the time of building permit application submittal.

11. **Subdivision.** Amedson has submitted an application for a cluster housing subdivision, which shall be consistent with and subject to this Agreement. Lot size and setback reductions shall be allowed in accordance with the conceptual preliminary site plan attached as **Exhibit 2**. Minor revisions including, but not limited to lot size, lot width, lot coverage, building setbacks, the road section and uses of open space areas shall be allowed during the subdivision review and approval process.

12. **Vesting.** Except as otherwise expressly provided herein, Amedson is vested to and for the term of this Agreement shall have the right to develop the Property in accordance with the substantive land use ordinances, policies and regulations as set out in the IMC, the Comprehensive Plan and all other City land use requirements and regulations that are in effect - other than the IBC Codes - upon submittal of a complete preliminary plat application or upon full execution of this Agreement, whichever occurs first, including, without limitation, zoning regulations, environmental and other mitigation regulations and policies, SEPA policies and regulations, and stormwater regulations, provided that the City shall have the authority to impose new or different regulations to the extent that such regulations are reasonably required to address a serious threat to public health and safety.

13. **Affordable Housing.**

This request for preliminary cluster housing subdivision approval and Development Agreement includes a commitment from Amedson ("the owner") to include an Affordable Housing component as part of the proposal.

The owner agrees to provide one (1) housing unit that is affordable to households earning eighty percent (80%) or less of the King County Median Household Income, adjusted for household size. The location of the affordable housing unit shall be approved by the Administrator, with the intent that it be intermingled with other dwelling units in the development. The tenure (ownership or rental) of the affordable housing unit shall be the same as the tenure for the rest of the housing units in the development and shall have a

number of bedrooms that is generally proportionate to the bedroom mix of units in the overall development. Construction of the affordable housing unit shall be concurrent with construction of market-rate dwelling units.

The affordable housing unit shall remain as affordable housing for a minimum of 30 years from the date of initial owner occupancy for ownership affordable housing unit.

Prior to issuing any building permit, an agreement in a form approved by the City that addresses price restrictions, home buyer or tenant qualifications, phasing of construction, monitoring of affordability, duration of affordability, and any other applicable topics of the affordable housing unit shall be recorded with King County Department of Records and Elections. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the applicant. Any applicant proposing a development of affordable housing, which includes low and moderate income, as defined in IMC 3.72.020, shall not be assessed the following fees in accordance with City of Issaquah Resolution 2008-13, approved by the city on August 4, 2008, as follows:

1. Utility connection charges, excluding water meter installation fees;
2. Building permit fees (Title 16 IMC);
3. Building permit plan check fees (Title 16 IMC);
4. Police mitigation fee (Chapter 3.74 IMC);
5. General government mitigation fee (Chapter 3.74 IMC);
6. Fire protection impact fee (Chapter 3.73 IMC);
7. Land Use Permit Fees (Chapter 18.04.080 IMC); and,
8. Public Works fees (Chapter 3.65.040 IMC).

The following additional impact fees are exempt from payment:

1. School Impact Fee (IMC 3.63.030)
2. Transportation Impact Fee (IMC 3.71.040)
3. Parks impact Fee (IMC 3.72.040)

#### **14. General Provisions.**

- a. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. Any amendment to this Agreement shall be in writing and signed by all the Parties to this Agreement.
- b. Covenants, Conditions and Restrictions. The cluster housing development will include and be subject to covenant, conditions and restrictions consistent with the provisions of this Agreement.
- c. Term. The terms of this agreement shall remain in effect for a period of seven (7) years from the date that the Development Agreement is approved by the Issaquah City Council.

- d. Agreement is Binding. The terms of this Agreement are intended to be and shall constitute a binding agreement and a covenant running with the land. The benefits and obligations herein shall be binding upon the Parties and their successors and assigns in interest unless otherwise terminated by the Parties hereto.
- e. Recording with King County. This Agreement and any amendments thereto shall be filed for recording with the King County Auditor.
- f. Captions. The captions in this Agreement are intended for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- g. Severability. If any provision of this Agreement is held invalid the remaining provisions shall continue in full force and effect.
- h. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- i. Disputes. In any judicial action to enforce or determine the rights of the Parties under this Agreement the substantially prevailing Party shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in any appeal of any ruling of a lower court.
- j. Contact Information.

Joseph Amedson  
22522 SE 51st Street  
Issaquah, WA 98029  
Phone: (206) 979-5020

City of Issaquah:

David Favour  
Development Services Department  
1775 12<sup>th</sup> Avenue NE  
Issaquah, WA 98027  
Phone:  
Fax:  
E-mail:

Dated: 8/24/2012

JOSEPH R. AMEDSON

By Joseph R. Amedson

Dated: Aug 24, 2012

SUSAN T. RAISI

By [Signature]

Dated: 8/23/2012

CITY OF ISSAQUAH, a Washington municipal corporation

By Arn Frisinger

Its Mayer

Attest/Authenticated

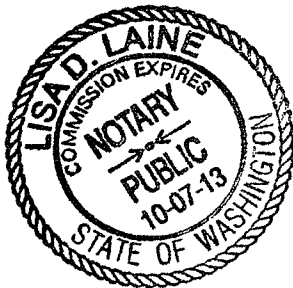
By Deanne Mervley for CE  
City Clerk

Approved as to form:  
Office of the City Attorney

Wayne D. Tanaka  
Wayne D. Tanaka, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Joseph Amazon is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledge it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.



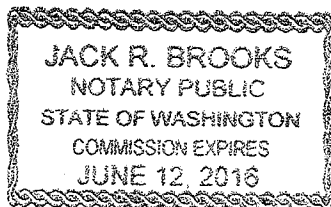
Lisa D. Laine  
(Signature of Notary)  
Lisa D. Laine  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington  
residing at Cammanah

My appointment expires 10/7/13

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Susan Raisi is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledge it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.



Jack R. Brooks  
(Signature of Notary)  
JACK R. BROOKS  
(Legibly Print or Stamp Name of Notary)

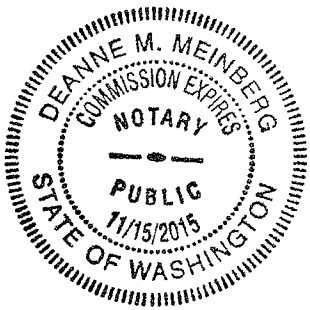
Notary public in and for the state of Washington  
residing at ISSAQUAH

My appointment expires 6-12-2016

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Rya Frisvager is the person who appeared before me, and said person acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Issaquah, a Washington municipal corporation and to be the free and voluntary act of such City for the uses and purposes mentioned in the instrument.

Dated this 12th day of September, 2012.



Deanne M. Meinberg  
(Signature of Notary)  
Deanne M. Meinberg  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington  
residing at Issaquah, WA

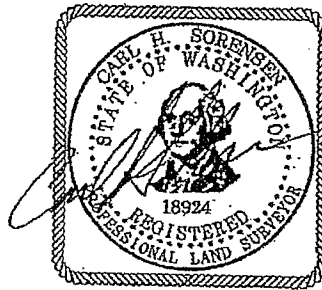
My appointment expires 11-15-2015

# EXHIBIT 1

## FOREST HEIGHTS LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH  $01^{\circ}52'26''$  WEST, ALONG THE EAST LINE OF TALUS DIV. 5C, ACCORDING TO THE PLAT THEREOF RECORDED UNDER KING COUNTY RECORDING NUMBER 20020503000002, A DISTANCE OF 271.46 FEET TO THE SOUTHERLY MARGIN OF THE JAMES BUSH ROAD, THE TRUE POINT OF BEGINNING; THENCE SOUTH  $71^{\circ}49'42''$  EAST, ALONG SAID MARGIN, 21.72 FEET TO THE BEGINNING OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $54^{\circ}05'19''$  AND AN ARC DISTANCE OF 84.96 FEET; THENCE SOUTH  $17^{\circ}44'23''$  EAST, ALONG THE EASTERLY MARGIN OF SAID ROAD, 145.52 FEET TO THE BEGINNING OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF  $11^{\circ}20'05''$  AND AN ARC DISTANCE OF 13.85 FEET; THENCE SOUTH  $6^{\circ}24'18''$  EAST, ALONG SAID MARGIN, 72.87 FEET TO THE BEGINNING OF A 169.99 RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF  $43^{\circ}03'47''$  AND AN ARC DISTANCE OF 127.76 FEET; THENCE SOUTH  $1^{\circ}52'26''$  WEST 223.54 FEET; THENCE SOUTH  $22^{\circ}44'13''$  EAST 467.46 FEET TO THE NORTHWEST CORNER OF THE EAST 431.23 FEET OF THE WEST 830.98 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH  $1^{\circ}52'26''$  WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, 100.38 FEET TO THE NORTH LINE OF TRACT J, TALUS DIV. 5D, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20020826002296, RECORDS OF KING COUNTY WASHINGTON; THENCE NORTH  $89^{\circ}10'34''$  WEST, ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF TRACT L OF SAID PLAT, 399.82 FEET; THENCE NORTH  $1^{\circ}52'26''$  EAST, ALONG THE EAST LINE OF SAID TRACT L, 22.15 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF TALUS DIV. 5C; THENCE CONTINUE NORTH  $1^{\circ}52'26''$  EAST, ALONG THE EAST LINE OF SAID PLAT, 1127.24 FEET TO THE TRUE POINT OF BEGINNING.

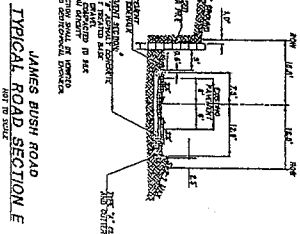
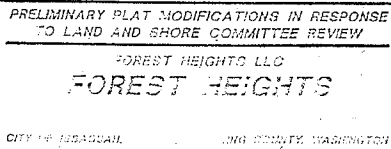


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12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 • 800.488.0756 • Fax 425.821.3481  
www.triadassociates.net

Land Development Consultants

PORTIONS OF NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 24N., RANGE 8E., WM.



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**COLOR SLIP AND SLIT**

**FOR RECORDS**

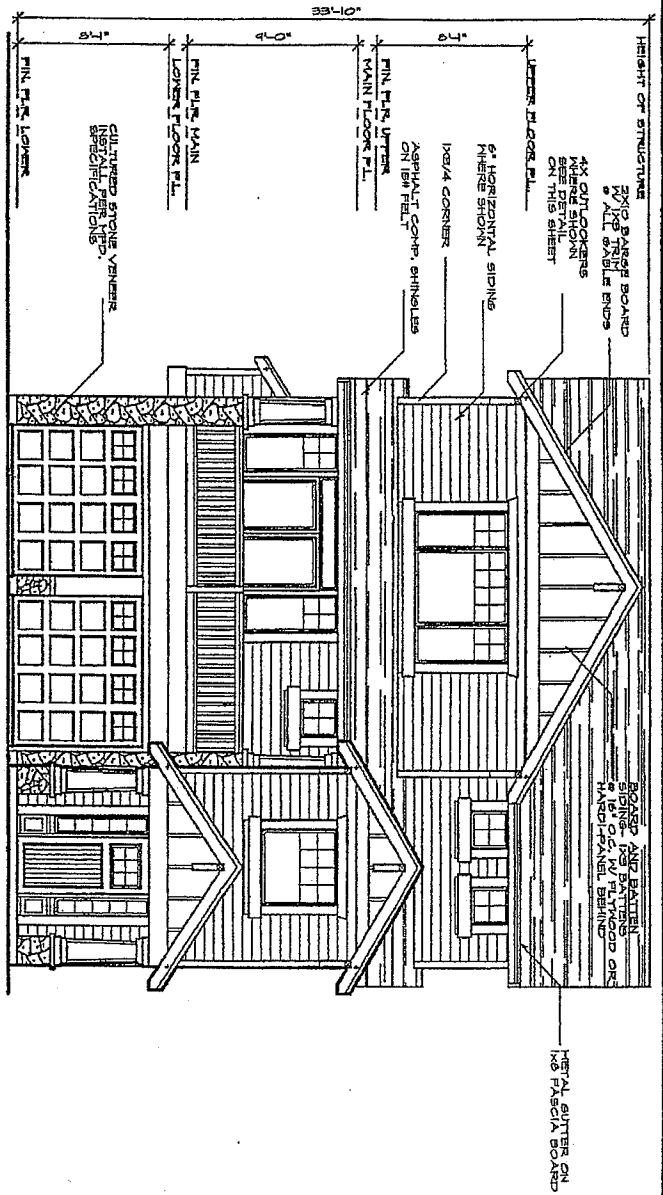
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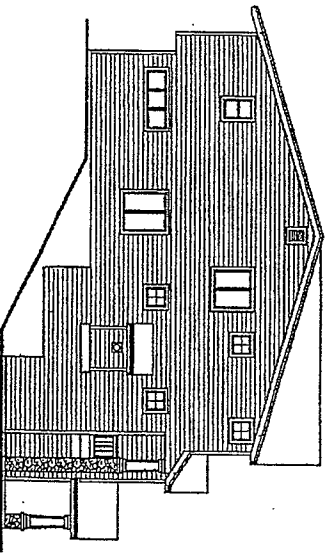
EXHIBIT 2

**EXHIBIT 3**

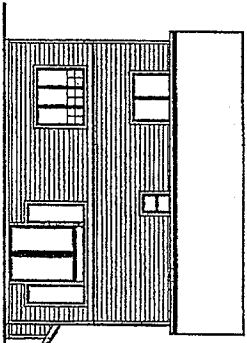
See The City of ISSAQUAH  
For These EXHIBITS



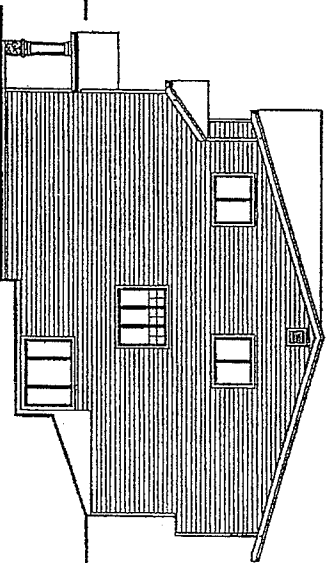
**FRONT ELEVATION**



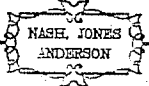
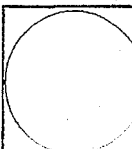
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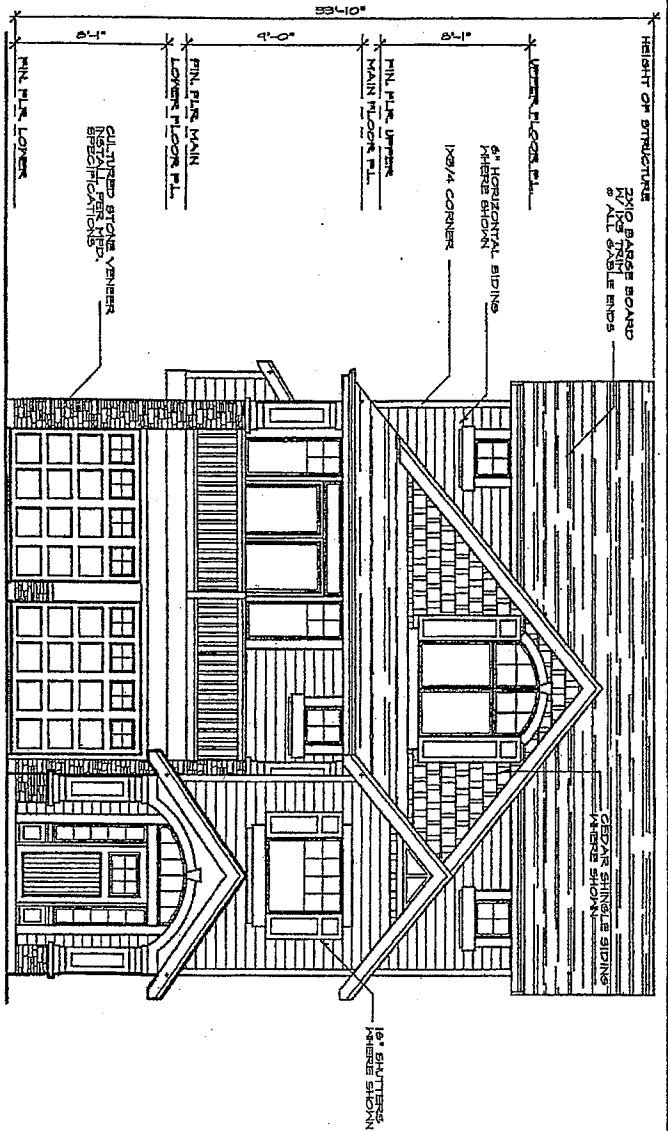


**REAR ELEVATION**

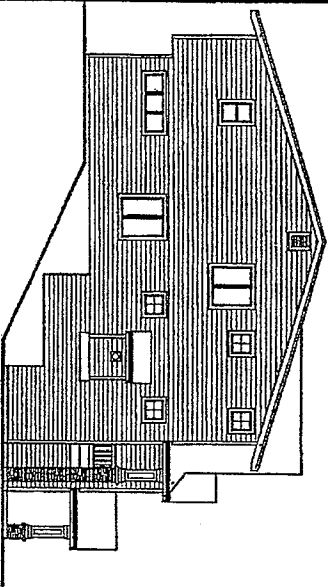


**RIGHT ELEVATION**

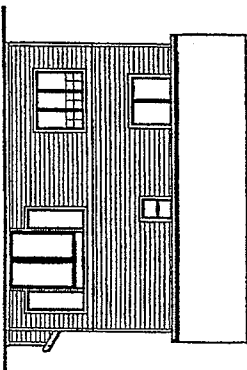
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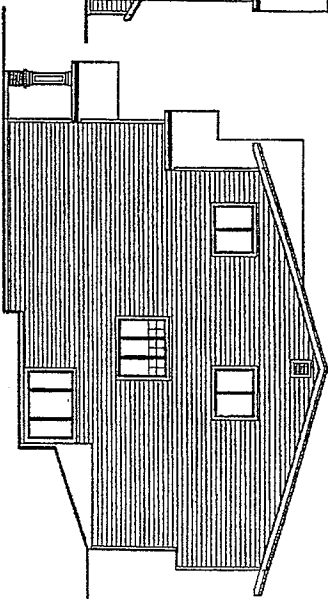
FRONT ELEVATION



LEFT ELEVATION

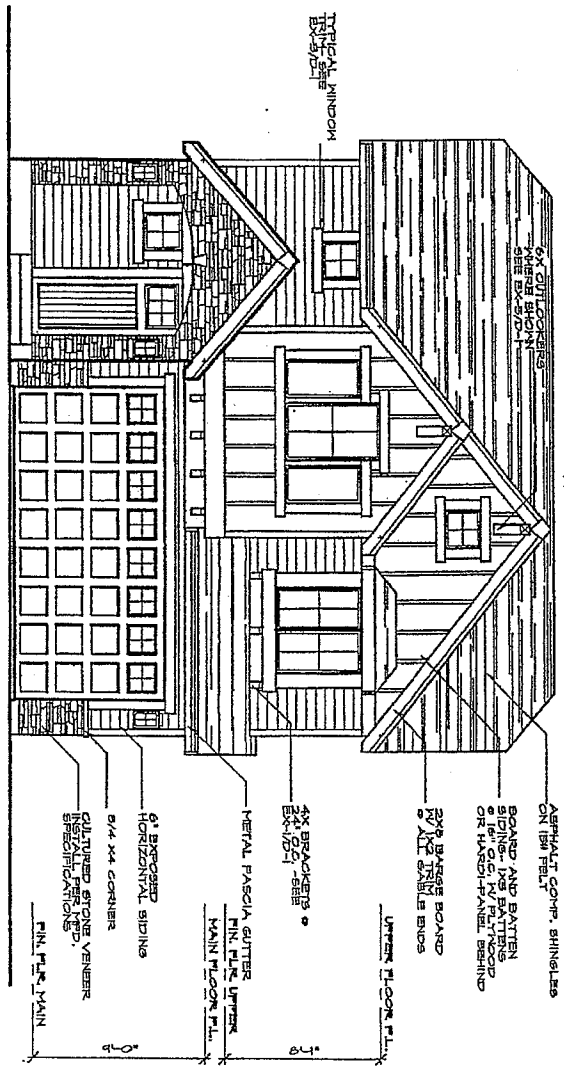


REAR ELEVATION

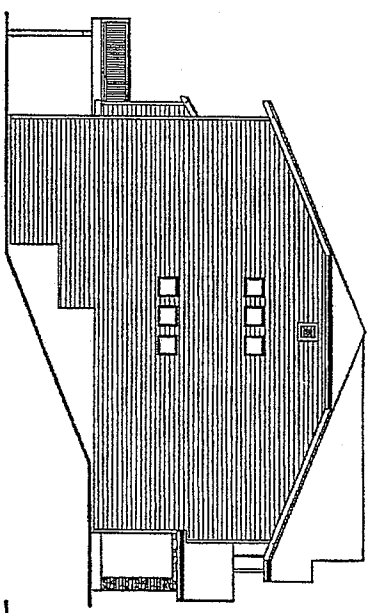


RIGHT ELEVATION

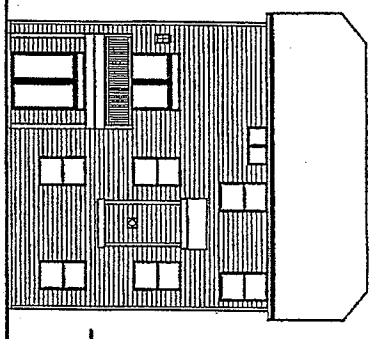
SHEET A2 A6	drawn by checked by date permit project	FOREST HEIGHTS BOAGUAH, WA PLAN 1B	NASH, JONES ANDERSON	1644 NE 50th Street Kirkland, WA 98033 (425) 522-4117 Fax (425) 522-1418	
	PROJECT				



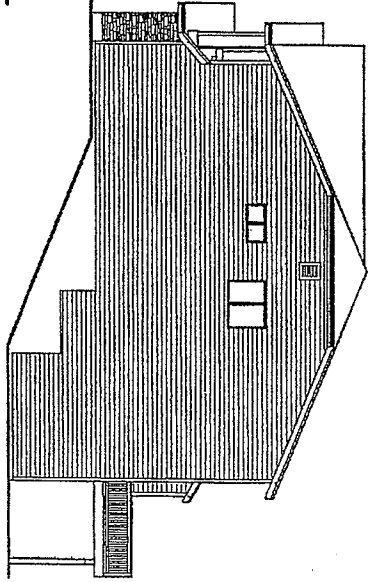
**FRONT ELEVATION**



**LEFT ELEVATION**



**REAR ELEVATION**



**RIGHT ELEVATION**

	<b>PROJECT:</b> <b>FOREST HEIGHTS</b> <b>OBAGUAH, WA</b> <b>PLAN 04</b>	<b>DATE:</b> 11-1-83 <b>DESIGNED BY:</b> NASH, JONES AND ANDERSON <b>CHECKED BY:</b> 1411	<b>1644 NE 80th Street</b> <b>Oakland, WA 98038</b> <b>PH: (206) 833-4111</b> <b>FX: (206) 833-4110</b>	
	<b>drawn by:</b> 1411 <b>checked by:</b> 1411			